

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., d/b/a VERIZON RHODE ISLAND, f/k/a NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, d/b/a BELL ATLANTIC - RHODE ISLAND**

**and**

**DARK AIR CORPORATION**

**THIS AMENDMENT NO. 1** ("Amendment") is made this 11<sup>th</sup> day of January 2002 (the "Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Dark Air Corporation ("Dark Air"), a Delaware corporation with offices at 10-I Commerce Way, Woburn, MA 01801. Verizon and Dark Air may be hereinafter referred to, each individually as a "Party", and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated December 28<sup>th</sup> 2001, Dark Air adopted the Interconnection Agreement entered into by Level 3 Communications, LLC and Verizon under Sections 251 and 252 of the Telecommunications Act of 1996, dated November 1, 2000 (the "Terms");

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Terms as follows:

**1. Amendment:** Effective as of the Effective Date set forth above, the Terms are amended hereby as follows:

(a) Section 13.7 – 13.9 are hereby added to the Terms as set forth below.

13.7 After notification that Verizon can accommodate Dark Air's microwave collocation application provided pursuant to PUC RI No. 18 Part E Section 1.1.2.A and upon reasonable request by Dark Air, Verizon will work with Dark Air to ensure that Dark Air obtains prompt access to the areas where Dark Air's

microwave antenna and any associated roof top equipment may be located as designated by Verizon consistent with Applicable Law.

13.8 At the time of any initial site visit pursuant to section 13.7, and after notification that Verizon can accommodate Dark Air's microwave collocation application provided pursuant to PUC RI No. 18 Part E Section 1.1.2.A and upon reasonable request by Dark Air, Verizon will work cooperatively with, and promptly provide reasonably available information to Dark Air and/or its Verizon approved vendors for the purposes of facilitating the preparation of any necessary revisions to the network configuration drawings provided with Dark Air's microwave collocation application ("Revised Drawings") and conducting a structural analysis related to installation of the microwave antenna and any associated roof top equipment. After a site visit pursuant to section 13.7, and before preparing a structural analysis, Dark Air may prepare and submit Revised Drawings to Verizon, if necessary (based upon, among other things, information derived from the site visit and discussions with Verizon). Verizon shall respond promptly in writing after receiving such Revised Drawings whether, subject to submission of a structural analysis by Dark Air and approval by Verizon, Dark Air's configuration is acceptable (or specifying what adjustments are needed), and confirming that the space(s) denoted in the Revised Drawings is available to Dark Air.

13.9 Dark Air may request that it be permitted to locate its transmitter/receiver equipment and microwave facilities in space or rooms outside of Dark Air's physical collocation arrangement within a particular premises, and Verizon shall consider such a request pursuant to its requirements under Applicable Law provided that such a request shall not alter Dark Air's obligation to maintain a physical collocation arrangement in every Verizon premises in which Dark Air provides microwave collocation.

For space provided to Dark Air for transmitter/receiver equipment and microwave facilities not located within Dark Air's physical collocation arrangement, Verizon shall bill Dark Air in standard sizes of single bay (SCOPE), 25, 100 and 300 square feet and additional space in 20 square foot increments pursuant to PUC RI No. 18, in addition to charges necessary for Verizon to recover costs incurred to condition space or for special construction, if any, that Verizon reasonably determines are necessary to meet the requirements of Dark Air.

(b) Schedules 4.0 and 5.6 of the Terms are deleted in their entirety and replaced with the revised and restated Schedules 4.0 and 5.6 attached hereto.

**2. Conflict between this Amendment and the Terms.** This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern; *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this

Amendment, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

**3. Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

**4. Captions.** The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

**5. Scope of Amendment.** This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the Effective Date hereof.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

**DARK AIR CORPORATION**

**VERIZON NEW ENGLAND INC., d/b/a  
VERIZON-RHODE ISLAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: John McGunnigle

Printed: Jeffrey A. Masoner

Title: CEO

Title: Vice-President –  
Interconnection Services Policy & Planning

## **SCHEDULE 4.0**

### **NETWORK INTERCONNECTION SCHEDULE TO RHODE ISLAND**

<b>LATA</b>	<b>IP SITE</b>	<b>CLLI CODE REFERENCE</b>
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Dark Air IPs

Verizon-IP(s) shall be either the Verizon Tandem or the Verizon End Office to which the terminating NPA/NXX has been assigned in the Local Exchange Routing Guide (LERG).

## **SCHEDULE 5.6**

### **Applicable Factors for Dark Air**

PIU and PLU factors may be reported at the state or LATA level.

<b>FOR TRAFFIC ORIGINATING FROM:</b>	<b>AND TERMINATING TO:</b>	<b>LATA</b>	<b>PIU (%)</b>	<b>PLU (%)</b>	<b>Remaining Percentage After Application of PIU/PLU</b>
<b>Verizon</b>	<b>Dark Air</b>	<b>ALL</b>	<b>0</b>	<b>95</b>	<b>5</b>
<b>Dark Air</b>	<b>Verizon</b>	<b>ALL</b>	<b>0</b>	<b>95</b>	<b>5</b>

**CUSTOMER:** **Dark Air**

**STATE:** **Rhode Island**

**BILLING CONTACT NAME:** **Michael Brigham**

**BILLING CONTACT NUMBER:** **(781) 935-3424**

**BILLING CONTACT ADDRESS:** **10 – I Commerce Way, Woburn, MA 01801**

**Dark Air ACNA to be used when ordering Interconnections Trunks:** **DKR**

**Dark Air CIC to be used when ordering Interconnection Trunks:** **Applied for**